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#### Contract Database Metadata Elements

Title: **Chester Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Orange County Local 836, Chester Union Free School District Non-Instructional Unit (2000)**

Employer Name: **Chester Union Free School District**

Union: **Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000 & Orange County Local 836, Chester Union Free School District Non-Instructional Unit**

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Chester Ufsd And Csea Local 836  
(Non-Instructional Unit)

# AGREEMENT

by and between the

**CHESTER UFSD**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**



**RECEIVED**

DEC 03 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Chester UFSD Non-Instructional Unit  
Orange County Local 836

54

**July 1, 2000 - June 30, 2004**

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AGREEMENT made this 6th day of November, 2001, by and between the BOARD OF EDUCATION, CHESTER UNION FREE SCHOOL DISTRICT, Chester, New York, with offices in Chester, New York, hereinafter referred to as "the District", and the CSEA, Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO, CHESTER UNION FREE SCHOOL DISTRICT UNIT OF THE ORANGE COUNTY LOCAL #836 OF THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, a membership corporation duly incorporated under the laws of the State of New York, with offices located in Albany, New York, hereinafter referred to as "CSEA".

WITNESSETH:

WHEREAS, the Union has demonstrated that it represents a majority of the employees in the unit described below; and

WHEREAS, the District has recognized the Union as the representative of the employees in the unit described below; and

WHEREAS, the parties hereto desire to promote harmonious and cooperative relations between them in accordance with the policy expressed in the Public Employees' Fair Employment Act, Article XIV of the Civil Service Law, and have, in furtherance of that desire, met and negotiated matters relating to the employment of the employees in the unit described below;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I - RECOGNITION

A. The District recognizes the Union as the sole and exclusive representative of all non-instructional personnel in a unit composed of all secretarial, clerical, custodial, bus driver, and service personnel employed by the District, excluding the Secretary to the Chief School Administrator, School Business Official, and the Account Clerks in the Business Office, for the purpose of collective negotiations concerning the terms and conditions of their employment in accordance with the Public Employees' Fair Employment Act.

B. Unless otherwise specifically provided herein, the provisions of this Agreement govern salaried, twelve and ten month employees only. There shall be no assumption that hourly employees receive pro rata benefits; hourly employees' rights hereunder shall be specifically set forth.

ARTICLE II - DUES DEDUCTIONS AND AGENCY FEE

A. Upon receipt of individual, signed, written authorizations from employees covered by this Agreement, the District shall deduct Union dues from the payroll of such employees in the last pay period of each month and transmit the funds thus collected to the

Treasurer, CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

B. 1) Deductions authorized by an employee shall continue as authorized unless and until such employee notified the District to discontinue deductions or to change the deduction. Notification of discontinuance or modification of deductions shall be written, signed by the employee, and submitted in triplicate to the District. The District will then forward one copy to the Treasurer of the Union and one copy to the Chester School Unit.

2) Commencing the pay period following the date of execution of this agreement, on or the first pay period following the start of employment for new hires, all unit employees who are not members of CSEA shall be required to pay to CSEA an agency fee equivalent to regular membership dues. Agency Shop fee deductions shall be deducted and forwarded by the District.

### ARTICLE III - COMPENSATION

A. 1) A list of titles and their respective salaries for the 2000-01 through 2003-04 school years is annexed hereto and made part hereof as Appendices A, B, C, and D. All salaries for salaried employees working fewer than twelve (12) months shall be prorated.

2) The salary schedule for the 2000-01 school year shall be annexed to the Agreement as Appendix "A" and shall be increased by 3%, effective July 1, 2001, an additional 3%, effective July 1, 2002, and an additional 3%, effective July 1, 2003 (annexed to the Agreement as Appendices 'B', 'C' and 'D').

3) There will be an additional stipend for the Guidance Counselor's Typist of \$350.00 per year, effective July 1, 2000, beyond the salary otherwise indicated in the salary schedule.

4) For each of the school years 2000-01, 2001-02, 2002-03, and 2003-04, all hourly schedules will increase 3% as indicated in Appendices A, B, C, and D respectively.

5) Said increases, to the extent that they result in remuneration above those delineated on the attached Appendices A, B, C, and D are personal to said employees, and the resulting salary/wage rate shall be deemed part of the employee's basic rate for all purposes.

6) Hourly employees shall have their salary computed on an annual basis. The salary shall be computed as follows:

a) Number of hours the employee is expected to work on a normal day (fractional parts of hours shall be computed in increments of 15 minutes).

b) The hourly rate for that employee for that position will be multiplied by the number of hours which have been determined for the position.

c) The result of this calculation will be multiplied by one hundred eighty five (185) days to determine the annual salary.

B. 1) The District shall pay time and one-half the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week. For purposes of this provision only, absence on paid leave for bereavement or sick leave purposes shall be considered as time worked within a week up to a maximum of two (2) days.

2) An employee who is required to work on a holiday shall be deemed to have worked a full eight (8) hours for overtime purposes only. Such employee shall be granted another day off with pay at a mutually agreed upon date.

C. Employees who work in a higher graded classification for a period of more than five (5) consecutive days shall be paid, retroactively, at the rate of the step in that classification immediately above their salary beginning with the fifth day of work in the higher classification.

D. Employees shall not receive any increments under this agreement unless they have been in the continuous employ of the District since on or before the December 31 immediately preceding the July 1 on which salary increases and increments are paid.

E. Custodial employees hired to work a regular shift, the majority of which is worked after 6:00 p.m., shall receive a differential for the academic year which will result in \$584.00 being added to the employee's gross pay.

F. Employees who use their own personal automobile in the performance of their normal working duties shall be reimbursed at the Internal Revenue Service rate per mile. This rate will be adjusted during the life of this contract in accordance with the then prevailing Internal Revenue Service allowance for business mileage deductions. The employees need to have received prior approval from the District for such reimbursement. Adjustments will be made as soon as possible after Jan. 1st.

G. Bus Drivers assigned to work on field trips or athletic trips which encompass the lunch (11:00 a.m. to 1:00 p.m.) or dinner (5:00 p.m. to 7:00 p.m.) hours shall be reimbursed per Board of Education policy on reimbursement.

### H. Longevity Payments:

Employees shall receive annual longevity benefits as follows:

After completion of:	Full time Employee	10 Month Employee	Part time employee with		
			30 & over hrs./wk.	20-29 hrs./wk.	Under 20 hrs./wk.
15 years	\$ 350.00	\$ 292.00	\$ 292.00	\$ 175.00	\$ 88.00
20 "	1,357.00*	1,131.00*	1,131.00*	679.00*	339.00*
25 "	3,550.00*	2,958.00*	2,958.00*	1,775.00*	888.00*

\*These are the total amounts and are not in addition to a previous longevity payment.

## ARTICLE IV - WORKDAY, WORKWEEK

A. The regular workweek for custodial employees will be Monday through Friday, eight (8) hours per day, forty (40) hours per week, including one-half hour for lunch. The District has the right to assign custodians to an adjusted schedule.

An annual weekend work schedule may be established for custodians. The District has the right to assign up to two (2) custodians to an adjusted weekend schedule. One custodian will work Monday, Tuesday, Wednesday, Thursday, and Sunday. Another will work Tuesday, Wednesday, Thursday, Friday, and Saturday. A substitute must be obtained to fill in for the custodian who is not working on Monday. The custodian working weekends must have two consecutive days off, one of which must be either a Saturday or a Sunday. Also, the custodian must have at least nine (9) hours off between his last completed shift and the start time of the weekend shift. The weekend custodians will work the normal day shift hours Monday through Friday on break periods, vacations, and summer vacations.

The Board of Education may opt each year to assign either one, both or no schedules as outlined above by July 1 of the ensuing school year. The hours are to be set for the school year, and are to remain as set unless agreed in writing by mutual consent. (By example: the Saturday and Sunday hours could be set as 9 a.m. to 5 p.m. and cannot be changed from week to week.) If the District chooses to not assign weekend schedules, it may establish a new custodial job specifically for the purpose of opening and closing buildings on weekends. Another Board option is to allow non-employees and volunteers to perform the outside activity work on weekends. If the latter option is exercised by the Board, the CSEA accepts no responsibility for these non-employees and volunteers and the problems which may arise regarding security, guaranteed coverage, vandalism, safety, sanitation and cleanliness.

Custodians working the weekend schedule will receive a \$540.00 annual stipend and receive no reduction in night differential, if applicable.

The weekend work is to be offered first to current employees on a seniority basis. In the event the work remains uncovered, it will be assigned to new hires as they are hired.

Weekend custodians will be offered the chance to keep the weekend work or pass it on to new hires. This must be ascertained prior to the posting of the new job opening to ensure that hires know the days and hours for which they are applying.

Since the weekend custodians are responsible for Friday's cleaning, they can be expected to offer only a small amount of assistance to groups using the school facilities on the weekends. These groups should be relatively self-sufficient and will be responsible for their own set up and pick up work. The weekend custodian can open and close both buildings as needed. Weekend custodians will not be responsible for snow removal on the weekends.

B. 1) The regular workweek for clerical employees will be Monday through Friday. Clerical employees in the High School shall work from 7:30 a.m. to 3:30 p.m.\*, including one-half hour for lunch. (\*Clerical employees in the Elementary School shall work from 8:10 a.m. to 4:10 p.m., including one-half hour for lunch). During winter, mid-winter, and spring recess, when school is closed, twelve (12) month clerical employees shall work from 9:00 a.m. to 3:00 p.m. Ten (10) month employees will work three (3) days as mutually agreed upon by the supervisor and employee.

Ten (10) month clerical employees hired after July 1, 1997 will work recess periods for the first two (2) years of employment as defined by Article III (D). (During the first two years of employment, they will not have to work three (3) additional days indicated above.)

2) The regular summer workweek for clerical employees will be Monday through Friday, from 8:00 a.m. to 3:00 p.m., including one-half hour for lunch. The summer schedule will start on the first working day in July and end the day after Labor Day.

3) The District shall attempt to adopt the hours of work for clerical employees outlined in B.1 and B.2 of Article IV where such hours are consistent with efficient operation of the District.

C. Hourly employees shall have their annual work year determined as indicated under Article III, Section A.6. The work day will be defined for each employee as determined by the number of hours needed for that employee in that position. In the event that the District closes due to inclement weather or other emergency, hourly employees will be paid for up to six (6) such days. Hourly employees will be entitled to the sick and personal days as identified in Article VII, Section A.5 and A.6. Employees who exceed the number of days indicated in Article VII, Section A.5 and A.6 shall be docked according to the example below. These adjustments will be made by the District in a timely manner, once the employee exceeds the prescribed number of days. (For example: an hourly employee who is eligible for two (2) days would be docked if the employee had been absent for more than two (2) days.)

D. 1) Beginning July 1, 1997 on days when the District officially closes due to hazardous



weather conditions, ten and twelve month employees are expected to report to work. In the event that an employee cannot come to work, it is expected that an emergency day will be used to avoid loss of pay. Ten and twelve month employees will receive two (2) emergency days to be used for hazardous weather days. These days are not cumulative. If an employee has used up the two (2) emergency days for hazardous weather conditions, he or she may use personal or vacation days for this purpose.

For clerical employees who do not use any of their emergency days and who work at least four hours on each snow day, an additional two days will be added to their accumulated sick days at the end of the school year.

Custodial workers will be permitted to take four half-day (four hour) snow days per year. An additional stipend of \$25.00 for each half-day snow day not used will be paid to each custodial worker who works the full eight hour shift on a snow day. The maximum total stipend is \$100.00 (four half-days at \$25.00 per half day).

E. Employees recalled to work at any time not contiguous to their regularly scheduled working hours shall be guaranteed a minimum of two hours pay.

F. There shall be two (2) twenty (20) minute break periods per day.

#### ARTICLE V - HOLIDAYS

A. The following days shall be considered as holidays with pay for all ten and twelve month salaried employees:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	plus Friday
Memorial Day	Christmas Eve
	Christmas Day

One (1) additional day may be taken between October 1st and June 1st in a given school year upon five (5) days advance notice.

B. Veterans' Day and Memorial Day will be paid holidays for bus drivers. One (1) additional day may be taken between October 1st and June 1st in a given school year upon five (5) days advance notice. The above three (3) days are not included in the annual work school year as per Article IV (C).

C. In the event school is in session on any of the above days, employees shall work that day and be given another day, when school is not in session, as the holiday. Under these circumstances, only the day when school is not in session shall be considered the "holiday". For purposes of this article, a Superintendent's conference day is considered to be a day when school is in session.

#### ARTICLE VI - VACATIONS

1) Full-time clerical and custodial employees will receive paid vacation days after the completion of service years. The number of weeks received will be based upon the following schedule:

After one (1) year	2 weeks
five (5) years	3 weeks
ten (10) years	4 weeks
twenty (20) years	5 weeks

2) Employees with twenty (20) years of service may cash-in up to five (5) unused vacation days each year. Employees with fifteen (15) years of service may cash-in up to three (3) unused vacation days each year. Days shall be paid for at the employee's per diem rate for the current school year.

3) At the time a part-time or full-time ten (10) month District employee assumes a full-time District position, one (1) year of service time will be added for every 2080 hours worked for the purpose of calculating earned vacation days.

4) Those employees with less than one (1) year of continuous service will be entitled to one (1) day of vacation for each full month of continuous employment during the first year, up to a maximum of ten (10) days. However, no employee shall be entitled to any vacation until the completion of at least six (6) months of continuous employment by July 1.

5) Vacations are based on service rendered in the year prior to July 1, and are to be taken after July 1.

6) Vacation entitlements shall be determined as of July 1. Employees shall be deemed to have begun work on the first day of the month of their employment.

7) Preference for vacation schedules will be based on seniority, subject to District approval in accordance with its needs.

8) At the time an employee leaves the District, he/she will either be paid for accumu-

lated vacation days or be allowed to use accumulated vacation days. The Superintendent will decide which option will be used, with no appeal of the decision allowed.

## ARTICLE VII - LEAVES

A. 1) Twelve month custodial and clerical employees shall be granted twelve (12) days leave with pay per year for personal illness. Not more than five (5) of these days may be used where an employee's absence is required because of illness of a member of his immediate family. Four of the twelve (12) days may be used in minimum increments of one-half day for emergency purposes. A request for an emergency day must set forth the reason for which the request is made.

2) Ten month salaried employees shall be granted ten (10) days leave with pay per year for personal illness. Three of these days may be used in minimum increments of one-half day for emergency purposes. A request for an emergency day must set forth the reason for which the request is made.

3) Unused sick leave shall be cumulative to a maximum of two hundred (200) days.

4) New employees will accrue one (1) day per full month worked to the maximum limits above in the first year. Employees beginning work before the fifteenth day of a month shall be deemed to have worked that month.

5) Hourly employees who work thirty (30) hours or more per week, and who do not select the health insurance coverage, shall be granted seven (7) days leave with pay per year for personal and family illness and/or personal leave. At the option of the employee, he/she may accumulate any unused days to the limits specified in subparagraph (3) or be paid in cash for them at the normal hourly rate. In addition, Bus Drivers who are required to attend refresher courses for their driver's licenses shall be entitled to attend such courses without loss of pay on two (2) days per academic year for a maximum of three (3) hours each day.

6) Hourly employees who work 20-29 hours per week shall be entitled to three (3) days leave, while those who work less than 20 hours per week shall be entitled to two (2) days leave per year and may accumulate these to ten (10) days.

B. 1) In a case of death in the immediate family, all employees may have up to three (3) days off with pay. If additional days are required, they will be deducted from the individual's sick leave. An employee's immediate family will include his/her spouse, children, parents, grandparents, brother, sister, father-in-law, and mother-in-law.

2) The day of the service, for the deceased brother-in-law or sister-in-law will be a day off with pay for the employee.

3) An employee may use his or her available emergency days in minimum increments of one-half day to attend the funeral of a person not listed in sections 1) and 2) above.

C. 1) Upon prior approval from the District, employees who must be absent from work to conduct personal business which cannot be conducted at any time other than their normal working time may be entitled to leave with pay to conduct such personal business. As of July 1, 1997, new ten and twelve month salaried employees, in their first year of employ only, shall accumulate one (1) personal day for each three (3) month period of the school year in which they are employed. A school year is from July 1 to June 30 for the purposes of this provision. Not more than four (4) days per year may be used for personal leave for twelve month salaried custodial and clerical employees, and not more than three (3) days may be used by ten month salaried employees in any year. Personal days, not used in a given year, will be added to the employee's sick day accumulative total.

2) Personal days may not be taken on the day before or the day after a vacation, a holiday, or a school recess. Notwithstanding the foregoing, an employee may forward directly to the Superintendent a request for the use of a personal day that would in effect extend a vacation, a holiday, or school recess. The request must be made in writing and shall set forth the reason for which the personal day is required.

#### D. Injury on the Job.

1) An employee who is injured while performing assigned work during assigned working hours shall receive full salary during his/her incapacitation for a period limited to one (1) month, provided the injury was not due to the negligence of the employee. Any Workers' Compensation received for that period shall be assigned or paid to the District. No sick leave is to be charged against any individual on account of an on-the-job injury, except for absence required to attend a Workers' Compensation hearing concerning the on-the-job injury.

2) The District has the right to require any employee who has been absent due to an injury on the job or due to a serious illness to submit to a physical examination by the District's physician and/or the employee's personal physician. The District may, in its discretion, require individuals who have been absent for five (5) or more consecutive days to provide the District with a written statement from the employee's physician stating the nature of the illness and attesting to the employee's ability to return to normal working duties.

#### E. Jury Duty

Employees summoned to perform jury duty shall receive full compensation for a maximum of four (4) weeks while performing jury duty, provided they notify the District within two (2) days of receipt of the summons. Employees excused from jury duty before noon on any day shall be required to report for work for the remainder of the scheduled work day. Employees

compensated hereunder shall reimburse the District for all monies received for performing jury duty for the four-week period except transportation and meal allowances.

#### F. Unpaid Leaves of Absence

An employee shall be eligible for an unpaid leave of absence in accordance with the Board of Education's Policy 6550 and 6560. An unpaid leave of absence may be granted for up to one year, with an option of taking the leave in three-month segments. If an employee wishes to return before the expiration of a leave, he/she must make application to the Board of Education for an early return at least three weeks before the return date. If an employee wishes to extend a leave, he/she must make application to the Board of Education for an extension at least three weeks before the expiration of the leave. If an employee needs to take other employment while on leave, he/she must make application to the Board of Education for permission to take such employment.

#### G. Religious Observance

An employee may be allowed time off without pay for religious observance. An employee may also use his or her available emergency days in minimum increments of one-half day for religious observance.

### ARTICLE VIII - PROMOTIONAL OPPORTUNITIES

A. Vacancies of all positions covered by this agreement shall be filled pursuant to the following procedures:

- 1) Notice of vacant positions shall be posted in each school building within the District at least five (5) working days in advance of the date the job is to be filled, whenever possible.
- 2) The notice of vacancy shall set forth the job description and qualifications for the position.
- 3) Employees who desire to apply for a position shall make written application to the District within the time limit specified in the notice.
- 4) All applicants for such positions who are not selected shall be so notified.
- 5) When, in the opinion of the Superintendent, all factors are substantially equal, preference for filling the position will be given to qualified applicants already employed in the District.

B. Nothing herein shall be construed as preventing the District from soliciting applicants from outside the District for vacant positions.

C. The decision of the District shall be final and not subject to the grievance procedure herein.

#### ARTICLE IX - UNION RIGHTS

A. The officers and agents of the CSEA shall have the right to visit District facilities at reasonable times and at reasonable hours for the purpose of adjusting grievances and administering the terms and conditions of this agreement. All such representatives must comply with all District rules on visitation.

B. The President of the CSEA or his/her designee shall have the right to advise any employee and appear on behalf of any employee in the processing and adjusting of grievances. Such activity shall be conducted on off-duty time unless an emergency requires immediate attention at and for reasonable times.

C. The CSEA shall have the right to post notices and other communications dealing with official CSEA business on bulletin boards maintained on the facilities of the District, provided approval therefor is first secured from the Principal in charge of the building.

D. 1) The CSEA shall be allowed five leave days annually to participate in CSEA training. Days may be used in half-day increments.

2) CSEA officers may use personal leave days to participate in CSEA training.

#### ARTICLE X - GRIEVANCE PROCEDURE

A. 1) A grievance is a dispute concerning the application or interpretation of the terms of this agreement.

2) An aggrieved party is an employee covered by this agreement who is adversely affected by action taken by the District, which action is believed to be in contravention of the terms of this agreement as applied or interpreted.

B. 1) The aggrieved party shall, within ten (10) days of the date upon which the employee knew or should have known of the act or condition upon which the grievance is based, informally confer with his/her immediate superior and notify the grievance committee as to the nature of his/her grievance.

2) If, within six (6) working days thereafter, the grievance is not resolved to the

satisfaction of the employee, the employee shall file the grievance in writing with the Superintendent of Schools. The written grievance shall describe the alleged act or acts that gave rise to the grievance, the specific sections of this agreement alleged to have been misapplied or misinterpreted, and the relief sought. After receipt of the grievance, the Superintendent, together with members of the Board of Education, shall convene a problem-solving team meeting with the grievant, CSEA-designated representatives, and the CSEA Grievance Committee. The members of the problem-solving team shall have twenty (20) working days to reach a resolution of the grievance. If the problem-solving team cannot reach a resolution, the Superintendent shall issue a written response to the grievance within six (6) working days after the problem-solving team shall have determined that it cannot resolve the grievance.

3) If, within six (6) working days thereafter, the grievance has not been satisfactorily resolved, the employee shall submit in writing immediately his/her complaint to the Grievance Committee of the Union, which committee shall then review the merits of the grievance and proceed accordingly. The Grievance Committee shall take action within six (6) working days. The Grievance Committee reserves the right to reject any grievance which it considers unsuitable for further action on its part.

4) If the Grievance Committee pursues the grievance, it shall submit the matter to arbitration in accordance with the procedures of the Public Employment Relations Board within six (6) working days after receipt of the grievance from the aggrieved. A copy of the submission will be forwarded to the Superintendent of Schools. The award of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be shared equally by the Chester Union Free School District and the CSEA.

#### ARTICLE XI - LIAISON COMMITTEE

There shall be a joint committee composed of two (2) representatives of the District and two (2) representatives of the Union, for the purpose of discussing matters of mutual concern related to the unit of employees herein. This committee shall meet to discuss such matters at the request of either the District or the Union.

#### ARTICLE XII - EVALUATION PROCEDURE AND ACCESS TO PERSONNEL FILES

A. Employees shall be evaluated annually in accordance with Board of Education policy.

B. An employee shall have the right, upon request, to review and duplicate the contents of his/her personnel file. This right shall not include permission for an employee to see confidential material forwarded by a former employer, educational institution, or letters of recommendation concerning matters that arose before an employee's service in the District.

**ARTICLE XIII - DISMISSAL AND DISCIPLINE**

All employees in the non-competitive and labor classes who have completed at least one (1) year of continuous full-time employment or its equivalent in the District shall be afforded the protection of Section 75 of the Civil Service Law. In the event of a lay off, employees shall be laid off in inverse order of seniority by title. Seniority shall be defined as the length of service with the District. Employees who are laid off shall be placed on a preferred eligible list for two (2) years for the purpose of recall. This provision shall be only applicable to the non-competitive and labor class employees.

**ARTICLE XIV - INSURANCE AND RETIREMENT**

A. 1) The District shall continue its participation in the Orange-Ulster School District Health Insurance Plan.

2) The District may switch health insurance plans, provided that the alternative carrier continues to provide coverage that is equal to or better than that provided by the Orange-Ulster Health Insurance Plan in existence at the time the switch is made. Such health insurance plan may also include the New York State Health Insurance Plan.

B. Employees who work fewer than 1080 hours per year shall not be eligible for health insurance coverage. The District shall contribute fifty (50%) percent of the premium for annual individual or family coverage on all options except HIP for employees who work at least 1080 hours per year; the rate of contribution by the District shall be sixty-five (65%) percent for employees who work at least 1300 hours per year.

Notwithstanding the above, effective January 1, 2002, employees in the health insurance plan who work at least 1,500 hours per year shall contribute at the annual rate of \$100.00 for individual coverage and \$200.00 for family coverage. Effective July 1, 2003, all employees who work at least 1500 hours per year shall contribute at the annual rate of \$150.00 towards individual coverage and \$300.00 towards the cost of family coverage.

C. The District shall change the New York State Retirement Plan 75A to Plan 75I for all Tier II employees of the New York State Public Employees' Retirement System. The District shall also provide the Section 41J rider under the New York State Public Employees' Retirement System.

D. For each employee who qualifies for health insurance coverage, the District shall, effective July 1, 2000 pay up to \$565.00 annually for CSEA dental and optical coverage; effective July 1, 2001, the District shall pay up to \$625.00 annually; and effective July 1, 2002, the District shall pay up to \$650.00 annually.



To the extent allowed by the CSEA dental and optical plan trustees, employees of the School District who are not covered within any other collective negotiations unit shall be allowed to participate in the plans provided for at Article XIV (D) of the Agreement.

Employees who work fewer than thirty (30) hours per week shall not be entitled to dental and optical coverage.

E. A unit member who has been employed by the District for more than ten (10) years, is at least 55 years of age, and is eligible for the New York State Public Employees' Retirement System and/or the Social Security System shall be paid for all unused sick days according to the following chart:

If the unit member Accumulates the Following Number of Days	Then Each Day Will Be Paid at the Following Rate:
0 to 149 days	\$25.00
150 to 174 days	27.50
175 to 200 days	30.00

In order to be eligible for this benefit, an employee must give the District at least 30 days' written notice of intent to retire. Notwithstanding the foregoing, the District may make an exception to the 30-day notice requirement provided that the employee submits a written request to the Superintendent and the Board of Education approves the request.

F. Members of the unit who are currently enrolled in the health and/or the dental and/or the optical plan and who withdraw from the plan(s) during the life of this agreement shall receive the following:

1. \$1,500.00 for withdrawal from the health insurance plan
2. \$ 125.00 for withdrawal from the dental insurance plan
3. \$ 75.00 for withdrawal from the optical insurance plan

An employee must remain uncovered by such plan(s) for a period of twelve (12) consecutive months. Such payments shall commence at the end of the twelve (12) month period and shall be made annually each twelve (12) months thereafter provided the member remains uncovered under the plan(s). Nothing contained herein shall preclude a member from re-entering the plan(s) within the twelve (12) month period provided, however, that in the case of a member who re-enters in less than twelve (12) months, no payment shall be made.

G. Upon retirement, an employee who has been employed ten (10) or more continuous years, and who is fifty-five (55) or older and has participated in the health plan for ten (10) or

more years, shall receive full medical coverage, including coverage of dependents, until death of the retired employee.

H. The District shall provide a Section 125 Internal Revenue Code Full Flexible Spending Plan.

#### ARTICLE XV - MANAGEMENT RIGHTS

A. Any of the rights, powers, functions or authority which the District had prior to the signing of this agreement, or any agreement with the Union, including but not limited to those in respect of rates of pay, hours of employment, or conditions of work are retained by the District, except as those rights, powers, functions or authority are specifically abridged or modified by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XVI - DURATION

A. This agreement shall be effective for the period commencing July 1, 2000 and continuing until June 30, 2004.

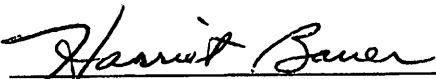
B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though some subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

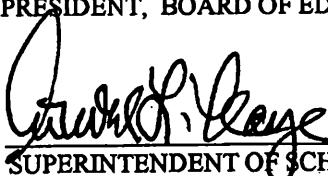
C. This agreement shall not be changed, altered, or modified in any manner other than by a written document signed by the parties hereto.

CHESTER UNION FREE SCHOOL DISTRICT

ORANGE COUNTY LOCAL #836, CIVIL  
SERVICE EMPLOYEES' ASSOCIATION, INC.

By:   
PRESIDENT, BOARD OF EDUCATION

By:   
PRESIDENT, CHESTER UNIT

By:   
SUPERINTENDENT OF SCHOOLS

By:   
COLLECTIVE BARGAINING  
SPECIALIST

D ated: 5/1/02

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**CHESTER UNION FREE SCHOOL DISTRICT**  
**CSEA Salary Schedule**  
**2000-01**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
1	20,384	22,839	22,861	22,715	23,630	25,091	26,837
2	20,779	23,369	24,406	23,160	24,307	25,583	27,545
3	21,284	23,900	24,958	23,731	24,985	26,214	28,254
4	21,596	24,429	25,510	24,083	25,663	26,601	28,963
5	21,912	24,960	26,061	24,437	26,340	26,994	29,671
6	22,441	25,490	26,613	24,975	27,018	27,530	30,380
7	22,972	26,021	27,165	25,512	27,695	28,069	31,089
8	23,503	26,550	27,716	26,047	28,372	28,604	31,797
9	24,032	27,051	28,268	26,583	29,050	29,140	32,506
10	24,563	27,610	29,396	27,120	30,077	29,678	33,878

Hourly Rates:	Step	(H)	(N)	(T)
	1 - 3	8.94	10.47	9.83
	4 - 7	9.94	11.29	10.93
	8 - 10	10.93	12.24	12.00

**Salaried Employees**

A - Senior Food Service Helper  
B - Clerk Typist  
C - Senior Stenographer  
D - Account Clerk  
E - Custodian/Groundskeeper  
F - Head Custodian  
G - Secretary to Principal

**Hourly Employees**

(H) - Clerical Employees  
(H) - Custodial Employees  
(H) - Food Service Helpers  
(H) - School Monitor  
(N) - Bus Driver  
(T) - Teacher Aide

	Full-Time	10 Month	30 Hours and Over	20-29 Hours and Over	Under 20 Hours
<u>15 years</u>	350	292	292	175	88
<u>20 years*</u>	1,357	1,131	1,131	679	339
<u>25 years*</u>	3,550	2,958	2,958	1,775	888

\* These are the total amounts and are not in addition to previous longevity payment.

Employees who have passed the certification requirements, and are certified as asbestos handlers, will be expected to deal with asbestos containing materials, as permitted by law, and will receive one thousand eighty two dollars(\$1,082) per year additional compensation. The Groundskeeper shall receive a stipend of five hundred forty one dollars(\$541) for additional duties.

The food service helper and/or monitor who cashiers for the Food Service Program will receive a differential of twenty two cents (\$.22) per hour for that time cashiering.

Recognition will be granted to past service to the district when employees are recommended for placement on the salary scales.

**CHESTER UNION FREE SCHOOL DISTRICT**  
**CSEA Salary Schedule**  
**2001-02**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
1	20,996	23,524	23,547	23,396	24,339	25,844	27,642
2	21,402	24,070	25,138	23,855	25,036	26,350	28,371
3	21,923	24,617	25,707	24,443	25,735	27,000	29,102
4	22,244	25,162	26,275	24,805	26,433	27,399	29,832
5	22,569	25,709	26,843	25,170	27,130	27,804	30,561
6	23,114	26,255	27,411	25,724	27,829	28,356	31,291
7	23,661	26,802	27,980	26,277	28,526	28,911	32,022
8	24,208	27,347	28,547	26,828	29,223	29,462	32,751
9	24,753	27,863	29,116	27,380	29,922	30,014	33,481
10	25,300	28,438	30,278	27,934	30,979	30,568	34,894

Hourly Rates:	Step	(H)	(N)	(T)
	1 - 3	9.21	10.78	10.12
	4 - 7	10.24	11.63	11.26
	8 - 10	11.26	12.61	12.36

**Salaried Employees**

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B - Clerk Typist  
C - Senior Stenographer  
D - Account Clerk  
E - Custodian/Groundskeeper  
F - Head Custodian  
G - Secretary to Principal

**Hourly Employees**

(H) - Clerical Employees  
(H) - Custodial Employees  
(H) - Food Service Helpers  
(H) - School Monitor  
(N) - Bus Driver  
(T) - Teacher Aide

	Full-Time	10 Month	30 Hours and Over	20-29 Hours and Over	Under 20 Hours
<u>15 years</u>	350	292	292	175	88
<u>20 years*</u>	1,357	1,131	1,131	679	339
<u>25 years*</u>	3,550	2,958	2,958	1,775	888

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**CHESTER UNION FREE SCHOOL DISTRICT**  
**CSEA Salary Schedule**  
**2002-03**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
1	21,626	24,230	24,253	24,098	25,069	26,619	28,471
2	22,044	24,792	25,892	24,571	25,787	27,141	29,222
3	22,581	25,356	26,478	25,176	26,507	27,810	29,975
4	22,911	25,917	27,063	25,549	27,226	28,221	30,727
5	23,246	26,480	27,648	25,925	27,944	28,638	31,478
6	23,807	27,043	28,233	26,496	28,664	29,207	32,230
7	24,371	27,606	28,819	27,065	29,382	29,778	32,983
8	24,934	28,167	29,403	27,633	30,100	30,346	33,734
9	25,496	28,699	29,989	28,201	30,820	30,914	34,485
10	26,059	29,291	31,186	28,772	31,908	31,485	35,941

Hourly Rates:	Step	(H)	(N)	(T)
	1 - 3	9.49	11.10	10.42
	4 - 7	10.55	11.98	11.60
	8 - 10	11.60	12.99	12.73

**Salaried Employees**

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B - Clerk Typist  
C - Senior Stenographer  
D - Account Clerk  
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F - Head Custodian  
G - Secretary to Principal

**Hourly Employees**

(H) - Clerical Employees  
(H) - Custodial Employees  
(H) - Food Service Helpers  
(H) - School Monitor  
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(T) - Teacher Aide

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**CHESTER UNION FREE SCHOOL DISTRICT**  
**CSEA Salary Schedule**  
**2003-04**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
1	22,275	24,957	24,981	24,821	25,821	27,418	29,325
2	22,705	25,536	26,669	25,308	26,561	27,955	30,099
3	23,258	26,117	27,272	25,931	27,302	28,644	30,874
4	23,598	26,695	27,875	26,315	28,043	29,068	31,649
5	23,943	27,274	28,477	26,703	28,782	29,497	32,422
6	24,521	27,854	29,080	27,291	29,524	30,083	33,197
7	25,102	28,434	29,684	27,877	30,263	30,671	33,972
8	25,682	29,012	30,285	28,462	31,003	31,256	34,746
9	26,261	29,560	30,889	29,047	31,745	31,841	35,520
10	26,841	30,170	32,122	29,635	32,865	32,430	37,019

Hourly Rates:	Step	(H)	(N)	(T)
	1 - 3	9.77	11.43	10.73
	4 - 7	10.87	12.34	11.95
	8 - 10	11.95	13.38	13.11

**Salaried Employees**

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D - Account Clerk  
E - Custodian/Groundskeeper  
F - Head Custodian  
G - Secretary to Principal

**Hourly Employees**

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**Benefits and employee rights specifically provided to hourly employees are in bold.**



**Local 1000, AFSCME, AFL-CIO**  
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

